

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

EMPIRE BONDING AGENCY, INC.,

Civil Action No. 07 CV 5732 (GBD)

Plaintiff,

v.

JOE MASTRAPA, BAIL YES, INC., ITS
FOR ALL MEDIA GROUP, and DOES 1
through 10

Defendants.

STATE OF NEW YORK)
)ss.:
COUNTY OF NEW YORK)

MARC P. MISTHAL , being duly sworn, deposes and says:

1. I am a member of the Bar of this Court and I am an associate with the law firm of Gottlieb, Rackman, and Reisman, P.C., attorneys for Plaintiff in the above-entitled action, and I am familiar with all the facts and circumstances in this action.

2. This affidavit is made pursuant to Rule 55 of the Federal Rules of Civil Procedure and Rules 55.1 and 55.2(a) of the Civil Rules for the Southern District of New York, in support of plaintiff's application for the entry of a default against defendant Joe Mastrapa.

3. This is an action for injunctive relief and to recover damages for trademark infringement and cybersquatting pursuant to the Lanham Act, 15 U.S.C. § 1051, et seq., unfair competition arising under the laws of New York State, and violations of Section 349 of the New York General Business Law.

4. Jurisdiction of the subject matter of this action is conferred on this Court by 15 U.S.C. § 1121 and 28 U.S.C. §§ 1331 and 1338 with respect to the claims arising under federal law, and supplemental jurisdiction pursuant to 28 U.S.C. §§ 1338 and 1367 with respect to the claims arising under the laws of the State of New York.

5. This action was commenced on June 15, 2007 by the filing of a summons and complaint. A copy of the summons and complaint (attached hereto as Exhibit A) was served on defendant Joe Mastrapa by personal service on Mr. Nelson (declined to provide first name) co-resident of residence; an executed declaration of service was filed with the court on September 4, 2007 (attached hereto as Exhibit B).

6. Based upon my review of the docket sheet available on PACER, I have determined that Mr. Mastrapa has not filed an answer to the complaint or otherwise moved and the time for Mr. Mastrapa to answer the complaint or otherwise move has expired.

7. This action seeks a permanent injunction and a judgment for unliquidated damages, attorney's fees, costs and disbursements of this action.

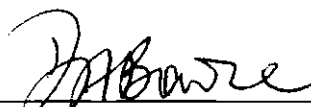
WHEREFORE, plaintiff requests the entry of Default against Joe Mastrapa.

Dated: New York, New York
September 24, 2007



Marc P. Misthal

Sworn to before me this 24th
day of September, 2007.



Notary Public

DAHLIA ANGELA BOWIE
Notary Public, State of New York
No. 01806041043
Qualified in Kings County
Commission Expires 5/1/2010

Exhibit A

United States District Court

Southern

DISTRICT OF

New York

EMPIRE BONDING AGENCY, INC.,

SUMMONS IN A CIVIL CASE

V.

CASE NUMBER:

JOE MASTRAPA, BAIL YES, INC., ITS FOR ALL
MEDIA GROUP, and DOES 1 - 10,

07 CV 5732

TO: (Name and address of defendant)

JUDGE DANIELS

Joe Mastrapa
c/o Bail Yes, Inc.
2299 Southwest 27th Avenue
Miami, Florida 33145

YOU ARE HEREBY SUMMONED and required to serve upon PLAINTIFF'S ATTORNEY (name and address)

George Gottlieb
Marc P. Misthal
Gottlieb, Rackman & Reisman, P.C.
270 Madison Avenue
New York, New York 10016

an answer to the complaint which is herewith served upon you, within 20 days after service of this summons upon you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the complaint. You must also file your answer with the Clerk of this Court within a reasonable period of time after service.

J. MICHAEL McMAHON

JUN 15 2007

CLERK

DATE

(BY) DEPUTY CLERK

07 CV 5732

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK
EMPIRE BONDING AGENCY, INC.,

Plaintiffs,

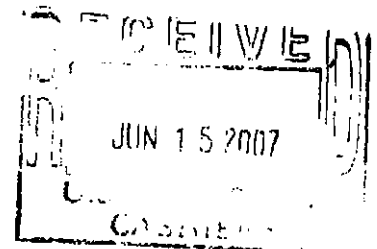
v.

JOE MASTRAPA, BAIL YES, INC., ITS
FOR ALL MEDIA GROUP, and DOES 1 -
10,

Defendants.

Civil Action No.

ECF **JUDGE DANIELS**



**COMPLAINT FOR TRADEMARK INFRINGEMENT, UNFAIR
COMPETITION AND CYBERSQUATTING**

Plaintiff Empire Bonding Agency, Inc. by and through its undersigned attorneys, for its Complaint against the defendants, alleges:

THE PARTIES

1. Plaintiff Empire Bonding Agency, Inc. ("Empire") is corporation duly organized and existing under the laws of New York, located and doing business at 62 Nichols Court, Hempstead, New York 11550.
2. Upon information and belief, Defendant Joe Mastrapa ("Mastrapa") is an individual with an address of Bail Yes, Inc., 2299 Southwest 27th Avenue, Miami, Florida 33145.
3. Upon information and belief, Defendant Bail Yes, Inc. ("Bail Yes") is a corporation duly organized and existing under the laws of Florida with an address of 2299 Southwest 27th Avenue, Miami, Florida 33145. Upon information and belief, Mastrapa is the principal of Bail Yes, a service that refers clients to bail bonding

agencies in the clients' locale.

4. Upon information and belief, Defendant Its for All Media Group is a search engine marketing, website design and site optimization company located and doing business at 6550 SW 30 Street, Miami, Florida 33155.

5. The true names and capacities, whether individual, corporate or otherwise, of the defendants named herein as Does 1 through 10 are presently unknown to Empire, who therefore sues said defendants by such fictitious names. Empire will seek to amend this Complaint to allege the true names and capacities of said defendants when it has ascertained such information. Empire is informed and believes that each defendant named herein as Does 1 through 10 has participated in some or all of the acts or conduct alleged in this Complaint, or otherwise orchestrated, supervised or were aware of, or should have been aware of, the infringing conduct as herein alleged, and is therefore liable to Empire by reason thereof.

JURISDICTION AND VENUE

6. This complaint alleges causes of action for trademark infringement and cybersquatting pursuant to the Lanham Act, 15 U.S.C. § 1051, et seq., unfair competition arising under the laws of New York State, and violations of Section 349 of the New York General Business Law.

7. This Court has subject matter jurisdiction pursuant to 15 U.S.C. § 1121 and 28 U.S.C. §§ 1331 and 1338 with respect to the claims arising under federal law, and supplemental jurisdiction pursuant to 28 U.S.C. §§ 1338 and 1367 with respect to the claims arising under the laws of the State of New York.

8. This Court has personal jurisdiction over defendants, and venue is

proper in this district pursuant to 28 U.S.C. § 1391 (b) and (c) because such defendants are doing business within this State and judicial district, transact business within this State and judicial district, derive substantial revenue from intra-state and inter-state commerce and have committed tortious acts within this State and judicial district and without this State and judicial district having injurious consequences within this State and judicial district.

FACTS COMMON TO ALL COUNTS

9. Empire and its affiliated companies are a family owned bail bonding agency that has been operation since 1999 and have been duly licensed by the New York State Insurance Department. Empire and its affiliated companies have been successful, and currently have locations in Queens, Staten Island, Brooklyn, Nassau and Suffolk counties.

10. To promote its bail bonding services, Empire and its affiliated companies have adopted the service marks and trade names EMPIRE BAIL BONDS and EMPIRE BAIL BOND AGENCY (collectively the "EMPIRE marks"). Those marks have been in continuous use by Empire and its affiliated companies since at least as early as 1999, and have appeared on Empire's website, letterhead and other promotional materials.

11. As a result of its promotional activities, Empire and its affiliated companies and the EMPIRE marks have become well-known in the relevant trade and consuming public.

Defendants and their Infringing Activities

12. Upon information and belief, Its For All Media Group, on behalf of Mastrapa and Bail Yes Bonding Agency, registered the domain name <empirebailbonds.com> on September 19, 2005.

13. Upon information and belief, Its For All Media Group, on behalf of Mastrapa and Bail Yes Bonding Agency, registered the domain name <empirebailbonding.com> on May 16, 2003.

14. Upon information and belief, Its For All Media Group, on behalf of Mastrapa and Bail Yes Bonding Agency, registered the domain name <empirestatebailbonds.com> on March 24, 2006.

15. Upon information and belief, after the registration of <empirebailbonds.com>, <empirebailbonding.com> and <empirestatebailbonds.com>, the domain names were associated with websites that indicated that the operator of the websites offered bail bonding services in New York State, in competition with the services offered by Empire. A printout of the website previously associated with <empirebailbonds.com> is attached as Exhibit A. A printout of the website currently associated with <empirebailbonding.com> is attached as Exhibit B, and a printout of the website currently associated with <empirestatebailbonds.com> is attached as Exhibit C. As can be seen, these websites feature the terms "Empire Bail Bond", "Empire Bail Bonding", "Empire Bail Bonds", "Empire Bail Bonds Company" and/or "Empire State Bail Bonds Company". Additionally, all of the websites feature the same toll-free number: 1-800-224-5937.

16. Upon information and belief, Its For All Media Group, on behalf of Mastrapa and Bail Yes Bonding Agency, designed the website that was associated with

<empirebailbonds.com>.

17. Through the websites at <empirebailbonds.com>, <empirebailbonding.com> and <empirestatebailbonds.com>, or through the phone number 1-800-224-5937 advertised on those websites, users looking for bail bonding services in New York State have been and are directed to bail bond agencies including, for example, AAA Discount Bail Bonds.

18. Upon information and belief, Mastrapa and/or Bail Yes refer callers to the phone number 1-800-224-5937 seeking bail bonding services in New York to AAA Discount Bail Bonds, and AAA Discount Bail Bonds pays Mastrapa and/or Bail Yes a fee for such referrals.

19. Upon information and belief, as a result of defendants' use of the domain names <empirebailbonds.com>, <empirebailbonding.com> and <empirestatebailbonds.com> and the terms "Empire Bail Bond", "Empire Bail Bonding", "Empire Bail Bonds", "Empire Bail Bonds Company" and/or "Empire State Bail Bonds Company", internet users searching for bail bonding services in New York State through an internet search engine such as Google or Yahoo! have been diverted to the website at <empirebailbonds.com> and the affiliated companies to which that website refers customers.

20. On April 16, 2007 Empire, through its counsel, sent defendant Mastrapa a notice letter regarding his use of the EMPIRE marks and the <empirebailbonds.com> domain name. Mastrapa did not respond to that notice letter.

21. On April 24, 2007, Empire's counsel visited the website at <empirebailbonds.com> and discovered that the website had been taken down and

replaced with a website stating "THIS SITE IS TEMPORARILY DOWN FOR BAIL BOND SERVICE IN FLORIDA CALL 1-800-224-5937". A printout of this website is attached as Exhibit D.

**COUNT I
[TRADEMARK INFRINGEMENT]**

22. Plaintiff repeats and realleges the allegations of paragraphs 1 - 21, as if set forth fully herein.

23. Plaintiff and its affiliated companies have never authorized defendants to use the EMPIRE marks or any marks similar to the EMPIRE marks. Nevertheless, defendants have used the terms "Empire Bail Bond", "Empire Bail Bonding", "Empire Bail Bonds", "Empire Bail Bonds Company" and/or "Empire State Bail Bonds Company" in connection with their provision of bail bonding services, the same services offered by Empire under its EMPIRE marks.

24. Upon information and belief, defendants' acts have been done willfully and intentionally, with full knowledge of plaintiff's trademark rights.

25. Empire has given defendants due notice of plaintiff's rights, and on information and belief, defendants have failed to cease their infringing acts. Defendants' continuation of their infringing acts have and will cause plaintiff irreparable harm and injury.

26. Defendants have improperly promoted their services using the domain names <empirebailbonds.com>, <empirebailbonding.com> and <empirestatebailbonds.com> and the terms "Empire Bail Bond", "Empire Bail Bonding", "Empire Bail Bonds", "Empire Bail Bonds Company" and/or "Empire State Bail Bonds

Company" with the intent to cause confusion and mistake, to deceive and mislead the purchasing public and to improperly appropriate the valuable trademark rights of plaintiff.

27. The acts of the defendants described herein are likely to cause confusion, or to cause mistake, or to deceive as to the affiliation, connection, or association of defendants with plaintiff, or as to the origin, sponsorship, or approval of defendants' goods, services, or commercial activities in violation of Section 43 (a) of the Lanham Act, 15 U.S.C. § 1125 (a).

28. Plaintiff has no adequate remedy at law and is suffering irreparable harm and damages as a result of the wrongful acts of defendant in an amount thus far not determined.

29. Defendants have been unjustly enriched and plaintiff is entitled to an accounting of the profits of the defendants.

COUNT II [CYBERSQUATTING]

30. Plaintiff repeats and realleges the allegations of paragraphs 1 - 29, as if set forth fully herein.

31. Plaintiff's EMPIRE marks are distinctive, and are identical or confusingly similar to the domain names <empirebailbonds.com>, <empirebailbonding.com> and <empirestatebailbonds.com>. Indeed, the domain name <empirebailbonds.com> incorporates Empire's EMPIRE BAIL BONDS mark in its entirety.

32. The panel in Spencer Douglas, MGA v. Bail Yes Bonding, WIPO Case No. D2004-0261 (June 1, 2004) found that Mastrapa, or an entity under his control, had engaged in the abusive registration of a domain name under the Uniform Domain Name Dispute Resolution Policy by registering a domain name corresponding to the trademark of a competitor located in California.

33. Upon information and belief, the domain names were registered with a bad faith intent to profit. In particular, and upon information and belief, the domain names were registered to divert consumers from Empire's online location to the site at <empirebailbonds.com>, <empirebailbonding.com> and/or <empirestatebailbonds.com> for the commercial gain of defendants.

34. Plaintiff has no adequate remedy at law and is suffering irreparable harm and damages as a result of the wrongful acts of defendant in an amount thus far not determined.

35. Defendants have been unjustly enriched and plaintiff is entitled to an accounting of the profits of the defendants.

COUNT III
[COMMON LAW UNFAIR COMPETITION]

36. Plaintiff repeats and realleges the allegations of paragraphs 1 - 35 hereof as if fully set forth herein.

37. This cause of action arises under the New York common law of unfair competition.

38. Defendants have engaged in a course of unfair competition by using

the domain names <empirebailbonds.com>, <empirebailbonding.com> and <empirestatebailbonds.com> and the terms "Empire Bail Bond", "Empire Bail Bonding", "Empire Bail Bonds", "Empire Bail Bonds Company" and/or "Empire State Bail Bonds Company" to hold themselves out as associated with Empire in contravention of plaintiff's rights.

39. Upon information and belief, the acts alleged herein are a specifically oriented predatory business practice undertaken by defendants, the dominant purpose and effect of which is to pass off and palm off their bail bonding services as originating with plaintiff and to confuse clients as to the source or origin of such services, in violation of the common law of New York.

40. Defendants' foregoing activities have damaged plaintiff in an amount as yet unknown, but the damage to plaintiffs and their reputation, if continued, is believed to be in excess of \$500,000.

41. By reason of the acts of defendants as alleged herein, plaintiff has, and will, suffer irreparable damage to their reputation and a loss of sales and profits which plaintiffs would have made but for said acts of the defendants.

42. Defendants have been unjustly enriched and plaintiff is entitled to an accounting of the profits of defendants.

COUNT IV
[VIOLATION OF SECTION 349 OF THE NEW YORK GENERAL BUSINESS LAW]

43. Plaintiff repeats and realleges the allegations of paragraphs 1 - 42 hereof as if fully set forth herein.

44. This cause of action arises under Section 349 of the New York General Business Law.

45. Defendants without permission, willfully, and with the intention of benefitting from the reputation and goodwill of plaintiff, are using the domain names <empirebailbonds.com>, <empirebailbonding.com> and <empirestatebailbonds.com> and the terms "Empire Bail Bond", "Empire Bail Bonding", "Empire Bail Bonds", "Empire Bail Bonds Company" and/or "Empire State Bail Bonds Company" in contravention of plaintiff's rights in the EMPIRE marks.

46. Upon information and belief, the acts alleged herein are a deceptive business practice undertaken by defendants, the dominant purpose and effect of which is to pass off and palm off their bail bonding services as originating with plaintiff and to confuse buyers as to the source or origin of such services, in violation of the laws of New York.

47. Customers, prospective customers and the trade have been and are likely to be confused, deceived and mislead by defendants' actions and have purchased and are likely to purchase servoces from defendants as a result thereof.

48. The conduct of the defendants violates Section 349 of the New York General Business Law.

49. Defendants' foregoing activities have damaged plaintiffs in an amount

as yet unknown and defendants' activities will damage plaintiffs in a manner wherein plaintiffs have no adequate remedy at law, and the acts of defendants, if continued, will damage plaintiffs and their reputation, in an amount believed to be in excess of \$500,000.

50. By reason of the acts of defendants as alleged herein, plaintiffs have,, and will, suffer irreparable damage to their reputation and a loss of sales and profits which plaintiffs would have made but for said acts of the defendants.

51. Defendants have been unjustly enriched and plaintiffs are entitled to an accounting of the profits of defendants.

PRAYER FOR RELIEF

WHEREFORE, plaintiff demands judgment against defendants as follows:

A. Preliminarily and permanently enjoining defendants and their officers, agents, servants, employees, attorneys and those persons, firms or corporations, acting in concert and participation with them from using the domain names <empirebailbonds.com>, <empirebailbonding.com> and <empirestatebailbonds.com> and the terms "Empire Bail Bond", "Empire Bail Bonding", "Empire Bail Bonds", "Empire Bail Bonds Company" and/or "Empire State Bail Bonds Company" in connection with any bail bonding service, or from in any other way becoming involved with bail bonding services using the term "Empire" or any other colorable imitation of plaintiff's EMPIRE marks, including the registration and use of any domain names that include the term "Empire";

B. Finding that defendants have infringed plaintiff's rights in the EMPIRE marks and have committed acts of unfair competition and false designation of origin.

C. Directing defendants to transfer to plaintiff any and all domain name registrations that include the word "empire," including but not limited to the <empirebailbonds.com>, <empirebailbonding.com> and <empirestatebailbonds.com> domain name registrations;

D. Directing an accounting by defendants to plaintiff of any profit gained from, their use of the domain names <empirebailbonds.com>, <empirebailbonding.com> and <empirestatebailbonds.com> and the terms "Empire Bail Bond", "Empire Bail Bonding", "Empire Bail Bonds", "Empire Bail Bonds Company" and/or "Empire State Bail Bonds Company" or any other colorable imitation of plaintiff's EMPIRE marks;

E. Awarding damages to plaintiff, including damages for injury to plaintiff's EMPIRE marks, business reputation and goodwill, and all other damages arising out of defendants' acts of trade name infringement and unfair competition in an amount to be determined, but if defendants' activities are continued without abatement, in an amount of at least \$5000,000;

F. Awarding plaintiff statutory damages; and

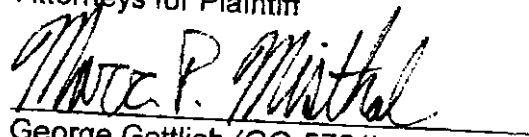
G. Awarding three times the amount of plaintiff's damages or defendants' profits, whichever is greater; and

H. Awarding such other and further relief as the Court may deem just and proper.

GOTTLIEB, RACKMAN & REISMAN, P.C.

Attorneys for Plaintiff

By:

A handwritten signature in dark ink, appearing to read "Marc P. Misthal", is written over a horizontal line.

George Gottlieb (GG-5761)
Marc P. Misthal (MM-6636)
270 Madison Avenue
New York, New York 10016
(212) 684-3900

Dated: New York, New York
June 15, 2007

EXHIBIT A

EMPIRE BAIL BONDS**Call Toll Free 1-800-224-5937**[Home](#) [Contact Us](#) [Bail FAQ's](#) [Wanted Fugitives](#) [Criminal Attorneys](#) [Become a Bondsman](#) [Bonds by State](#)

Welcome

EMPIRE BAIL BONDS COMPANY. For most people, being arrested is a very troubling and embarrassing experience. You, your relatives, and your loved ones can be overwhelmed with a sense of being lost in the judicial systems legal jargon. We understand. We can help you through it. Often, we have found our customers have a preconceived negative stereotype about bail bond agents, until they meet us. We are confident that our exceptionally professional staff will positively alter your perceptions. Please allow our company an opportunity to earn your trust and respect! Call us toll free 24 hours a day.



Bail Bonding Company & Bail Bondsman Services

**For Nationwide bail bonds assistance 24 hours a day.
Call toll free**

1-800-224-5937

All about bail, what is it, how it's set, and how to pay for it.

Bail: Getting Out of Jail

A person's first thought upon landing in jail is often how to get out -- and fast. The usual way to do this is to "post bail." Bail is cash or a cash equivalent that an arrested person gives to a court to ensure that he will appear in court when ordered to do so. If the defendant appears in court at the proper time, the court refunds the bail. But if the defendant doesn't show up, the court keeps the bail and issues a warrant for the defendant's arrest.

How Bail Is Set

Judges are responsible for setting bail. Because many people want to get out of jail immediately (instead of waiting up to three days to see a judge), most jails have standard bail schedules that specify bail amounts for common crimes this is true in California and Florida. An arrested person can get out of jail quickly by paying the amount set forth in the bail schedule.

Note: in New York State bail is set only at the arraignment. As an example; If you are arrested in any of the New York Boros, Brooklyn, Bronx, Queens, Manhattan, Long Island, Hempstead or Nassau and Suffolk counties you will not be issued a bail until you see the judge typically 24-48 hours after being arrested. The actual posting of bail and release can take an additional 24-48 hours.

The Eighth Amendment to the U. S. Constitution requires that bail not be excessive. This means that bail should not be used to raise money for the government or to punish a person for being suspected of committing a crime. Remember: The purpose of bail is to give an arrested person his/her freedom until he/she is convicted of a crime, and the amount of bail must be no more than is reasonably necessary to insure the appearance of the defendant at all court proceedings.

If a person can't afford the amount of bail on the bail schedule, he or she can ask a judge to lower it. Depending on the state, this request must be made either in a special bail setting hearing or when the person appears in court for the first time (usually called the arraignment).

Paying Bail

Bail can take any of the following forms:

- cash for the full amount of the bail
- property worth the full amount of the bail (requires a court to issue an order)
- a bail bond (a guaranteed payment of the full bail amount), or
- a waiver of payment on the condition that the defendant appear in court at the required time (commonly called "release on one's own recognizance" ROR).

A bail bond issued by a bail bondsman is like a check held in reserve: It represents the person's promise that he or she will appear in court when required to. The bail bond is purchased by payment of a nonrefundable premium (usually about 10% of the face amount of the bond).

Getting Out of Jail Free

Sometimes people are released "on their own recognizance," or "O.R." A defendant released O.R. must simply sign a promise to show up in court. He doesn't have to post bail.

A defendant commonly requests release on his own recognizance at his first court appearance. If the judge denies the request, he then asks for low bail.

In general, defendants who are released O.R. have strong ties to a community, making them unlikely to flee. Factors that may convince a judge to grant an O.R. release include the following:

- The defendant has family members (most likely parents, a spouse or children) living in the community.
- The defendant has resided in the community for many years.
- The defendant has a job.
- The defendant has little or no past criminal record, or any previous criminal problems were minor and occurred many years earlier.
- The defendant has been charged with previous crimes and has always appeared as required.
- Most judges will have partially made up their mind to set or deny you bail even before you step up to the podium. This is because of what is written in your pre-trial services report. It is important then to be aware that after you are booked at the jail a court official usually a social case worker will interview you and ask you specific questions about your past criminal history, your education, your employment, citizenship status, family ties, property you own etc. This interviewers opinion is important to the judge, a negative report could all but kill any chances of you receiving bail. So be polite and answer the questions truthfully is your best bet.

For most people, being arrested is a very troubling and embarrassing experience. You, your relatives, and your loved ones can be overwhelmed with a sense of being lost in the judicial systems legal jargon. We understand. We can help you through it. Call us toll free 24 hours a day.

Court Locations

Nassau County District Court 99 Main St., Hempstead, Long Island, NY Tel: 516-571-2200
 Brooklyn King County Criminal Court
 Bronx County Supreme Court
 Queens County criminal Court

**For bail bonds assistance 24 hours a day call toll free
1-800-224-5937**

bail bonds

Legal Resource Partners A

Empire Bail Bonds .com is a Nationwide bail bond company providing
affordable, ethical bail bond service to New York City, Brooklyn, Bronx, Queens, Staten island, Long Island, Manhattan,
Westchester Counties, Albany NY and Nationwide.

EXHIBIT B



Empire Bail Bond Company Bondsman - Bail Agents Nationwide New York to Los Angeles.

For Bail Bond Service Call 1-800-224-5937

All New York City & All Boroughs 1-800-224-5937
Los Angeles Call 310-626-3851
Miami Call 305-860-4041

How Do I Get Out On Bail ?

Bail is money that you or someone on your behalf provides to ensure that you will appear in court for trial. If you do not have the full amount of the bail in cash, you, a relative or friend can arrange to have a bail bondsman post a bail bond on your release while awaiting the outcome of your case. After the trial ends, the court will discharge the bond and the bail bondsman will return the collateral that was given on your bail bond, average costs for this service is 10% on state bonds. The bondsman keeps this percentage for his services.

The law does not automatically guarantee you the right to be released on bail. If the judge decides that the nature of your crime or other factors make you a danger to the community (the public), the judge is likely to set a high bail amount or, in some states, deny bail outright. You will then have to remain in jail until a judge or jury decides the case.

The judge also will consider whether you are likely to flee if the court releases you on bail. Points in your favor include strong family ties in the area, if you are a longtime local resident and your current employment status. The judge also will consider any negative information that appears about you in a pretrial release report.

If the judge decides that bail is appropriate, the issue then becomes the amount of bail money that you will have to post for your release. Your bail may not be excessive (unreasonably high). However, there are no specific guidelines about what the amount of bail should be. The prosecutor could possibly request to have no bail set. Your attorney is permitted to make a request to the judge to reduce the bail. The fees for that is releasing you on your own recognizance (often abbreviated "O.R." or "R.O.R."). This means you will not have to post any bail money. However, you will have made a binding promise to return to court on a date specified by the judge.

If the court grants you O.R. status or releases you on bail, you must reappear in court as agreed. If you do not appear, the judge could revoke your bail or O.R. status. The judge also could issue a bench warrant for your arrest. The police will find you, take you into custody, and place you in jail.

Call Toll Free 1-800-224-5937

Bail Bonds by States Below

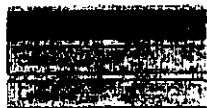
Bail Bonds States

Alabama bail bonds
Alaska bail bonds
Arizona bail bonds
Arkansas bail bonds
California bail bonds
Colorado bail bonds
Connecticut bail bonds
Delaware bail bonds
Florida bail bonds
Georgia bail bonds
Hawaii bail bonds
Idaho bail bonds
Illinois bail bonds
Indiana bail bonds
Iowa bail bonds
Kansas bail bonds
Kentucky bail bonds
Louisiana bail bonds
Maine bail bonds
Maryland bail bonds
Massachusetts bail bonds
Michigan bail bonds
Minnesota bail bonds
Mississippi bail bonds
Missouri bail bonds
Montana bail bonds
Nebraska bail bonds
Nevada bail bonds
New Hampshire bail bonds
New Jersey bail bonds
New Mexico bail bonds
New York bail bonds
North Carolina bail bonds
North Dakota bail bonds
Ohio bail bonds
Oklahoma bail bonds
Oregon bail bonds
Pennsylvania bail bonds
Rhode Island bail bonds
South Carolina bail bonds
South Dakota bail bonds
Tennessee bail bonds
Texas bail bonds
Utah bail bonds
Vermont bail bonds
Virginia bail bonds
Washington bail bonds
West Virginia bail bonds
Wisconsin bail bonds
Wyoming bail bonds



EXHIBIT C

Empire State Bail Bonds Company NYC Bondsman Nationwide

<http://www.empirestatebailbonds.com/>**EMPIRE STATE BAIL BONDS****Call Us @ 1-800-224-5937***New York City Premiere Bail Bond Agency***The Bail Bondsman You Can Count On**

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EXHIBIT D

THIS SITE IS TEMPORARILY DOWN

<http://www.empirebailbonds.com/>

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FOR BAIL BOND SERVICE IN FLORIDA
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EXHIBIT B

VERIFIED RETURN OF SERVICE

State of NEW YORK

County of SOUTHERN

Court

Index Number: 07 CV 5732

Date Filed: _____

Plaintiff:

EMPIRE BONDING AGENCY, INC.

vs.

Defendant:

**JOE MASTRAPA, BAIL YES, INC., ITS FOR ALL MEDIA GROUP, AND DOES
1-10**

For: George Gottlieb, Esq.

GOTTLIEB, RACKMAN & REISMAN, P.C.

Received by Judicial Process and Support, Inc. on the 19th day of June, 2007 at 10:00 am to be served on **JOE MASTRAPA, 2299 SOUTHWEST 27 AVENUE, MIAMI, FL 33145**. I, FRANK P. CAREY, being duly sworn, depose and say that on the 24 day of AUGUST, 2007 at 3:30 P.M., executed service by delivering a true copy of the **SUMMONS AND COMPLAINT FOR TRADEMARK INFRINGEMENT, UNFAIR COMPETITION AND CYBERSQUATTING WITH ATTACHED EXHIBITS** in accordance with state statutes in the manner marked below:

() INDIVIDUAL SERVICE: Served the within-named person.

(X) **SUBSTITUTE SERVICE:** Served by delivering a true copy of the documents reflected above with the date and hour of service endorsed thereon by me, to MR. NELSON as CO-RESIDENT at the address reflected above or in the comments section, the within named person's usual place of ABODE, who resides therein, who is fifteen (15) years of age or older and informed said person of the contents therein, in compliance with state statutes.

() **POSTED SERVICE:** After attempting service on ___/___ at ___ and on ___/___ at ___ to a conspicuous place on the property described herein.

() **NON SERVICE:** For the reason detailed in the Comments below.

Military Status: () Yes or () No If yes, what branch? _____

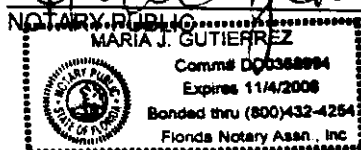
Marital Status: () Married or () Single Name of Spouse _____

COMMENTS: SERVED AT JOE MASTRAPA'S RESIDENCE

13001 LERIDA ST. CORAL GABLES, FL 33157

I acknowledge that I am certified/appointed in good standing in the judicial circuit wherein this process was served, have no interest in the above action and that I am over the age of Eighteen (18). Under penalty of perjury, I declare that I have read the foregoing Verified Return of Service and that the facts stated in it are true.

Subscribed and Sworn to before me on the 27th day of August, 2007 by the affiant who is personally known to me.



Frank P. Carey

PROCESS SERVER # 1480
Appointed in accordance
with State Statutes

Judicial Process and Support, Inc.
19 West Flagler Street
Suite 312
Miami, FL 33130
(305) 347-3353
Our Job Serial Number: 2007002391